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Attorneys for Plaintiffs
 CHARLES O. BRADLEY TRUST,
 LINDA L. BRADLEY TRUST,
 KEN & SHARON BURGE TRUST,
 BRAD MARTIN BURGE,
 SCOTT & NOA L. DYKSTRA,
 RONALD C. HALL, RENTAL
 CENTER PROPERTIES, a California Partnership,

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

CHARLES O. BRADLEY TRUST, et al,
 Plaintiffs,
 vs.
 ZENITH CAPITAL LLC; et al,
 Defendants.

Case No.: C 04 2239 JSW (EMC)
 STIPULATION FOR DISMISSAL
 AND
~~PROPOSED~~
 ORDER OF DISMISSAL

All parties to this action stipulate to the entry of an order of dismissal as follows:

1. This Stipulation for Dismissal is made and entered into between and among plaintiffs

CHARLES O. BRADLEY TRUST, LINDA L. BRADLEY TRUST, KENNETH M. &
 SHARON L. BURGE TRUST, BRADLEY MARTIN BURGE, SCOTT & NOA L. DYKSTRA,
 RONALD C. HALL and RENTAL CENTER PROPERTIES, A CALIFORNIA PARTNERSHIP
 ("Plaintiffs"), for themselves and for each of their agents, representatives, successors, assigns,

heirs and employees; and defendants ZENITH CAPITAL LLC; TASKER COOPER SMITH/ZENITH GROUP LLC; RICK LANE TASKER, (aka Rick Tasker); MARTEL JED COOPER (aka Jed Cooper); M. GREGORY SMITH (aka Greg Smith and Michael Gregory Smith) individually and doing business as CSA CONSULTING; JUDY C. SMITH (aka Judy Chiao Smith aka Judy Smith) individually and doing business as CSA CONSULTING; CHIAO SMITH & ASSOCIATES ACCOUNTANCY CORPORATION, a California Corporation, for himself and for each of his agents, representatives, successors, assigns and heirs (collectively "PARTIES"), as of this 20th day of October, 2008.

2. The PARTIES have executed concurrently herewith a complete and final compromise and settlement and a mutual release of all claims between the PARTIES arising from the disagreements, controversies, and allegations contained in, related to, or which may arise out of this action ("AGREEMENT").

3. This stipulation is made pursuant to and is a part of the AGREEMENT. The AGREEMENT is incorporated herein as a part of this Stipulation.

4. The Court shall retain jurisdiction for the purpose of enforcement of the AGREEMENT and this Stipulation.

5. A dismissal with prejudice of this action may be entered by the Court.

Dated: October 29, 2008

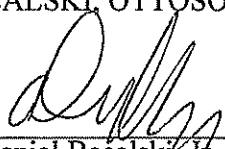
JOHNSON & MISKEL


Gerald L. Williams

Attorneys for Plaintiffs

Dated: October 24, 2008

BACALSKI OTTOSON & DUBÉ LLP


A. Daniel Bacalski, Jr.
Attorneys for Defendants Zenith Capital LLC,
Tasker Cooper Smith, Zenith Group, LLC; Rick
Tasker, Jed Cooper, Gregg Smith individually and
dba CSA Consulting,

1 Dated: October 24, 2008

WILD, CAREY & EFFE



Donald R. Wild
Attorneys for Defendants Judy Chiao Smith
individually and dba CSA Consulting, Chiao Smith
& Associates Accountancy Corporation

IT IS SO ORDERED

7 DATED: October 30, 2008

UNITED STATES DISTRICT JUDGE

